

This Indenture, Made this 31<sup>st</sup> day of March in the year of our Lord one thousand eight hundred and eighty eight between William K. Allen and Mary E. Allen his wife of the County of Johnson and State of Kansas of the first part, and Charles Rothholz of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred & Fifty Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: The North West Quarter - N.W. 1/4 of the South East Quarter - S.E. 1/4 of Section No Thirty Three - 33 in Township No Thirteen - 13 of Range No Twenty One - 21 - Containing forty - 40 - acres more or less - Also a strip of land sixteen and one half - 16 1/2 - feet wide along the north line of the North East Quarter of the South East Quarter of section Thirty Three - 33 - in Township thirteen - 13 of Range Twenty One - 21 - said strip beginning on the North East corner of South East Quarter of said section, thence running West eighty - 80 - rods with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Six Hundred & Fifty Dollars according to the terms of One certain note this day executed and delivered by the said parties of the first part to the said party of the second part. And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part his executors, administrators or assigns, and out of all the moneys arising from such sales, to retain the amount then due for principal

The following is endorsed on the original instrument  
In consideration of full payment of the within mortgage  
I hereby release the same this 26 day of April 1894

Charles Rothholz

Recorded April 26th 1894

Amie Crocker